

COOPERATIVE EDUCATION PROGRAM

Agreement signed April 30, 1945, supplementing agreement of April 4, 1944, and amending agreement of January 30, 1945

Entered into force April 30, 1945

Expired upon fulfillment of its terms

61 Stat. 3871; Treaties and Other
International Acts Series 1740

MINISTERIO DE EDUCACION PUBLICA

SUPPLEMENT TO BASIC AGREEMENT

This agreement is made this 30 day of April 4, 1945 between the Government of Perú, represented by Ing° Enrique Laroza, Minister of Public Education (hereinafter called the Minister) and the Inter-American Educational Foundation, Inc., a corporation of the Office of the Coordinator of Inter-American Affairs (now known as the Office of Inter-American Affairs) and an Agency of the Government of the United States of America (hereinafter called the Foundation), represented by J. Graham Sullivan, its Special Representative.

Clause I

The Basic Contract of April 4, 1944,¹ made between the Government of Perú, represented by the Minister, and the Inter-American Educational Foundation, Inc., represented by its Vice-President, provides in paragraphs 6 and 7 that the Foundation would grant to the Servicio de Cooperación Peruano Norte-Americano en Educación (hereinafter called the S.C.P.N.E.) the total sum of \$41,700.00, U.S. Dollars, as follows:

No later than June 4, 1944, the sum of \$13,900.00
No later than April 3, 1945, the sum of \$13,900.00
No later than April 3, 1946, the sum of \$13,900.00;

and that the Government of Perú would contribute to the S.C.P.N.E. the sum of \$86,000.00, U.S. Dollars, or the equivalent in Peruvian Soles, calculated on the basis of a rate of exchange of 6.485 Soles per U.S. Dollar, namely, the sum of S/.557,710.00, Peruvian Soles, as follows:

No later than June 4, 1944, the sum of \$28,666.68 or S/.185,903.34
No later than April 3, 1945, the sum of \$28,666.66 or S/.185,903.33
No later than April 3, 1946, the sum of \$28,666.66 or S/.185,903.33

¹ TIAS 1740, *ante*, p. 1181.

Clause II

Because of the fact that circumstances rendered it impossible for the Foundation to secure the services of qualified individuals to make up its group of educational specialists, it became necessary to postpone activities under the Basic Contract and to delay the deposit of the contributions to the S.C.P.N.E. mentioned above.

Clause III

In December of 1944 Dr. Reginald C. Reindorp was appointed by the Foundation as its Acting Special Representative in Perú and pursuant to conversations with the Minister was also appointed as Acting Director of the S.C.P.N.E. by Supreme Resolution No. 3987 of the Government of Perú on December 6, 1945.

Clause IV

As a result of conversations between the Minister and the Acting Representative of the Foundation, it was agreed that the payments of both the Peruvian Government and the Foundation to the S.C.P.N.E., as called for in the Basic Contract, should be modified and accelerated in the following manner:

A. The Peruvian Government agrees to contribute to the S.C.P.N.E., during the calendar year beginning January 1, 1945 and ending December 31, 1945, the equivalent in Soles of \$57,333.34, U.S. Dollars, calculated at the rate of 6.485 Soles per U.S. Dollar, being the Sum of Soles 371,806.67. This was the total amount which the Peruvian Government had agreed on the Basic Contract to contribute to the S.C.P.N.E. on June 4, 1944 and April 3, 1945. It was further agreed that this sum should be paid in monthly installments of Soles 30,983.88 during each month of the said calendar year.

B. At the same time the Foundation agreed to modify and accelerate its payments under the Basic Contract by granting to the S.C.P.N.E. during the calendar year beginning January 1, 1945 and ending December 31, 1945, the sum of \$27,800.00, U.S. Dollars. This was the total of the amounts which the Foundation had agreed to grant to the S.C.P.N.E. in accordance with the Basic Contract on June 4, 1944 and April 3, 1945.

C. However, it was stipulated that of the \$27,800.00, U.S. Dollars which the Foundation agreed to make available under this new arrangement, the Foundation should withhold in Washington the sum of \$25,483.33, U.S. Dollars, for the purpose of paying expenses of the Servicio which might be contracted in Dollars; and that the Foundation should deposit to the account of the S.C.P.N.E. in Perú the sum of \$2,316.67, U.S. Dollars.

D. It was further agreed that the official depositary of the funds of the S.C.P.N.E. in Lima, Perú should be in the Lima Branch of The National City Bank of New York.

Clause V

The Agreement referred to in Clause IV hereof was embodied in part in paragraphs 1 and 2 of Supplementary Agreement No. 1, dated January 30, 1945,² entered into in Lima, Perú, between Ing^o Enrique Laroza, as Minister of Public Education, and Dr. Reginald C. Reindorp as Director of the S.C.P.N.E.

Clause VI

For the purpose of clarifying Supplementary Agreement No. 1 and setting out in writing the full scope of the new arrangement referred to in Clause IV hereof, the undersigned herewith agree that:

A. Paragraphs 1 and 2 of Supplementary Agreement No. 1 shall be replaced and superseded by this Agreement.

B. The Government of Perú shall deposit to the account of the S.C.P.N.E. during the calendar year 1945, in the Lima Branch of The National City Bank of New York the equivalent in Soles of \$57,333.34, U.S. Dollars, calculated at the rate of exchange of 6.485 Soles per U.S. Dollar, namely, the sum of Soles 371,806.67, as follows:

During the month of January, 1945 the sum of S/.30,983.88
During the month of February, 1945 the sum of S/.30,983.88
During the month of March, 1945 the sum of S/.30,983.88
During the month of April, 1945 the sum of S/.30,983.88
During the month of May, 1945 the sum of S/.30,983.88
During the month of June, 1945 the sum of S/.30,983.88
During the month of July, 1945 the sum of S/.30,983.88
During the month of August, 1945 the sum of S/.30,983.88
During the month of September, 1945 the sum of S/.30,983.88
During the month of October, 1945 the sum of S/.30,983.88
During the month of November, 1945 the sum of S/.30,983.88
During the month of December, 1945 the sum of S/.30,983.88

C. The Foundation shall grant to the S.C.P.N.E., during the calendar year 1945, the sum of \$27,800.00, U.S. Dollars. Of that amount the Foundation will deposit to the account of the S.C.P.N.E. in the Lima Branch of The National City Bank of New York, during the calendar year 1945, the sum of \$2,316.67, U.S. Dollars, and shall withhold in Washington the sum of \$25,483.33, U.S. Dollars. The sum withheld shall be used to finance the cost of visits of Peruvian educators to the United States and the purchase of materials, supplies and equipment which necessarily must be made in the United States, all in accordance with, and for the purposes set out in, paragraph 8 of the Basic Contract of April 4, 1944. The actual use to which such withheld funds shall be put shall be the subject of mutual written agreements between the Minister and the Special Representative of the Foundation.

D. The Foundation herewith acknowledges that the Government of Perú has deposited the sum of Soles 123,935.52 in the account of the S.C.P.N.E. in the Lima Branch of The National City Bank of New York,

² TIAS 1740, *ante*, p. 1207.

in equal installments of Soles 30,983.88, which installments were deposited on January 30, 1945, February 28, 1945, April 2, 1945 and April 12, 1945. The Government of Perú herewith acknowledges that the Foundation has deposited in the account of the S.C.P.N.E. in the Lima Branch of The National City Bank of New York the sum of \$2,316.67, U.S. Dollars, on January 26, 1945.

E. The funds of the S.C.P.N.E. shall be deposited in its name in the Lima Branch of The National City Bank of New York. The Director of the S.C.P.N.E. shall draw checks against this account and shall make disbursement of these funds to cover expenditures of the S.C.P.N.E. which have been previously approved by the Minister.

Clause VII

The parties hereto agree that all the provisions of the Basic Contract and such other contracts as they have already made shall remain unchanged and in full force and effect, except insofar as they have been specifically amended herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

For the Government of Peru:

By E. LAROZA
Minister of Public Education

For the Inter-American Educational Foundation, Inc.:

By J. GRAHAM SULLIVAN
Special Representative